

MEMORANDUM OF AGREEMENT
BETWEEN UTICA COLLEGE AND AAUP-UC

WHEREAS, Utica College (“College” or “Employer”) and AAUP-UC (“Union”) (collectively “the Parties”) entered into a collective bargaining agreement dated June 1, 2015 through May 31, 2020 (“CBA”); and

WHEREAS, due to extenuating circumstances imposed by the COVID-19 pandemic during the 2019-2020 and 2020-2021 academic years, the Parties entered into various written agreements to address these circumstances; and

WHEREAS, the Parties entered into a Memorandum of Agreement extending and modifying certain terms of the CBA for the period June 1, 2020 through May 31, 2021 (signed on July 2, 2020 by the Union and July 6, 2020 by the College [hereinafter “July 2020 MOA”]); and

WHEREAS, the Parties entered into a Memorandum of Agreement on October 21, 2020, addressing certain impacts on the bargaining unit of the College’s reopening plan and schedule/calendar for the 2020-2021 academic year; and

WHEREAS, the Parties further agreed to Contract Extension Agreements (“Extensions”) extending CBA and Memorandum of Agreement for the period June 1, 2021 through July 1, 2021, and July 2, 2021 through July 31, 2021 and August 1, 2021 through August 31, 2021 respectively, which extended and modified the Agreement in certain respects; and

WHEREAS, the Parties desire to enter into another Memorandum of Agreement for the academic year 2021-2022 in order to have stability in their relationship and address the financial hardships and circumstances imposed on the College and the bargaining unit by the COVID-19 pandemic;

NOW WHEREFORE, the Parties agree as follows:

1. The Parties extend the CBA that expired on May 31, 2021 through midnight May 31, 2022, as modified by the memoranda of agreement above with the following additional terms and understandings;

A. All compensation and benefits between June 1, 2021 and May 31, 2022, shall be according to the terms of the CBA including, but not limited to, all items listed in Article 8, Section 14 and Articles 18 (except Article 18.1 as described in paragraphs 1.B and 1.C below) and 19 (except Article 19.12 as described in paragraph 1.D below) and including the bonus in paragraph 1.E below.

B. With respect to Article 18.1, if the bargaining unit member's salary was reduced pursuant to the July 2020 MOA, the bargaining unit member's salary will be restored as of August 1, 2021, to the previous level prior to any such reduction (along with additional changes as described in paragraph 1.C). If the bargaining unit member's initial appointment was to begin during the 2020-2021 academic year and such bargaining unit member's salary was reduced pursuant to the July 2020 MOA, the bargaining unit member's salary will be restored to the salary level stated by the College in the bargaining unit member's appointment letter (along with additional changes as described in paragraph 1.C).

C. As of August 1, 2021, all bargaining unit members shall receive a 1.5 percent raise added to their salary after restoration as set forth in paragraph 1.B. above. Overloads will be compensated with a 1.5% raise added to the overload rate.

D. Professional Development Funds as described in Article 19.12 shall be raised to \$150,000 (One Hundred Fifty Thousand Dollars).

E. All bargaining unit members shall receive a lump sum 1% bonus (not added to base). Such bonus shall be calculated based upon the salary a bargaining unit member is receiving as of May 1, 2021 and prior to any modification as set forth in paragraphs 1.B and 1.C above. An employee must be active or on an approved leave of absence, either as of July 31, 2021, in order to receive the bonus. Such bonus shall be paid no later than the second pay period following the ratification of this agreement by the College, assuming the Union has also ratified the agreement.

2. Section 3 provision of the October 21, 2020 Memorandum of Agreement regarding SOOTS shall be extended through the term of this agreement and shall be modified to include summer teaching.

– For Spring 2021 SOOTS, the deadline for this decision shall be September 1, 2021, or two weeks after the SOOTs are made available to the bargaining unit member, whichever is later;

– For the Summer 2021 SOOTs, the deadline for this decision shall be October 15, 2021, or two weeks after the SOOTs are made available to the bargaining unit member, whichever is later;

– For the Fall 2021 SOOTs, the deadline for this decision shall be February 15, 2022, or two weeks after the SOOTs are made available to the bargaining unit member, whichever is later;

– For Spring 2022 SOOTs, the deadline for this decision shall be September 1, 2022, or two weeks after the SOOTs are made available to the bargaining unit member, whichever is later.

3. Section G of the July 2020 MOA regarding the extension of the probationary period shall be extended through the term of this Agreement.

- The deadline for this decision shall be August 31, 2021, for bargaining unit members scheduled to go up for tenure or continuous appointment in the 2021-2022 academic year and January 15, 2022, for bargaining unit members scheduled to go up for tenure or continuous appointment after the 2021-2022 academic year.

4. Section H of the July 2020 MOA regarding the postponement of the Professional Development Evaluation procedures shall be extended through the term of this Agreement.

-The deadline for this decision shall be September 15, 2021.

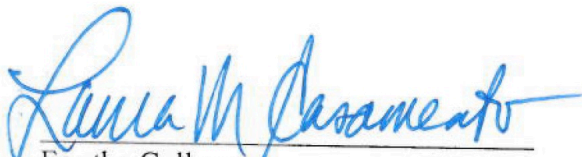
5. Section I provisions of the July 2020 MOA regarding the FRC shall be extended through the term of this agreement and modified to note the disruption in teaching in the Spring 2020, Fall 2020, Spring 2021, Fall 2021, Spring 2022 semesters and Summer 2020, Winter 2021, and Summer 2021 sessions.

6. Any evaluation of any bargaining unit member's performance during the Spring 2020, Fall 2020, and Spring 2021 semesters and Summer 2020 sessions, and any future semester or session during the term of this agreement shall take into account the unusual circumstances of such semester or session including, but not limited to, disruption of teaching, professional accomplishment, and service, as may be applicable to the bargaining unit member, during such semester or session.

7. Any sunset date in the CBA shall be modified to expire on May 31, 2022.


8. Section L of the July 2020 MOA regarding the notification period shall be extended through May 31, 2022.

9. This Agreement shall be non-precedential, and any alleged violations are subject to the grievance and arbitration procedure in the CBA.



For the College

Date: 8/26/2021



For the Union

Date: 8/26/2021